

REMARKS/ARGUMENTS

Applicants wish to thank the Examiner for the careful review of the IDS, claims, specification, and drawings.

Claims

Claims 1-3 have been amended.

After entry of this amendment, claims 1-18 are pending

It is respectfully submitted that each and every feature recited in the pending claims is fully supported in the specification, drawings, and claims as filed. No new subject matter has been added.

Claim Objections

The Office Action argues that claim 1 is objected to because of the following informalities: The word “between” appears to have been inadvertently deleted in the preamble.

Claim 1 has been amended with the word “between” replaced preceding the phrase “a first location and s second location”.

No new subject matter has been added.

Rejections under 35 USC § 112

The Office Action argues that claim 1 is rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

Claim 1 has been amended with the word “between” replaced preceding the phrase “a first location and s second location” such that an editorial issue is resolved and that the claimed subject matter is clear in claim 1.

No new subject matter has been added.

Rejections under 35 USC § 103

The Office Action argues that claims 1-7, 9, 13, 14, 17, and 18 are rejected under 35 U.S.C. 103 (a) as being unpatentable over Nafeh et al. (USPub. No. 2002/0069155), hereinafter “Nafeh,” in view of Hunt et al. (US Patent No. 5,724,524), hereinafter “Hunt.”

The Office Action also argues that claim 8 is rejected under 35 U.S.C. 103 (a) as being unpatentable over Nafeh in view of in further view of Vergottis ("An Econometric model of the world shipping markets", The City University, London, United Kingdom, 1988, 448 pages; AAT DX88207).

The Office Action also argues that claims 10-12 and 16 are rejected under 35 U.S.C. 103 (a) as being unpatentable over Nafeh in view of Hunt in further view of Scheer (USPub. No. US 2002/0138358).

The Office Action also argues that claim 15 is rejected under 35 U.S.C. 103 (a) as being unpatentable over Nafeh in view of Hunt in further view of Talluri (US Patent No. 6,263,315).

Applicants respectfully request reconsideration of the rejections. In claim 1, Applicants have clarified the step of selecting to explicitly recite the features, in the manner claimed, of satisfying the derivative purchase request with multiple separate derivative contracts (which include at least the first derivative contract and the second derivative contract as previously claimed).

The Office Action argues that Examiner interprets Hunt's combination of categories as inclusive of Applicant's first and second modes of transportation. However, even if Hunt's combination of categories is interpreted as inclusive of Applicant's first and second modes of transportation, Hunt does not teach satisfying a derivative purchase request with multiple separate derivative contracts.

Hunt teaches that the broad characteristics of the derivatives would comprise a Shipping Equivalent Unit, or SEU, and that the SEU comprises a contract length, a contract price, etc. (Col. 3, Lines 17-55). In other words, Hunt teaches combining categories (which the Examiner interprets as inclusive of transportation modes) into one single contract having a signal contract length and a single contract price. Hunt teaches a single contract having a signal contract length and a single contract price. Hunt's structure is not capable of satisfying a derivative purchase request with multiple separate derivative contracts for different transportation modes in the manner claimed in claim 1.

Nafeh, Vergottis, and Scheer do not cure Hunt's deficiencies.

Claim 1 has also been further amended with support from, for example, one or more of paragraphs [00177]-[00183] and/or Fig. 15 in this application. The amended claim 1 includes further features, in the manner claimed, that are not disclosed by the cited references including Nafeh, Hunt, Vergottis, and Scheer. For example, the amended claim 1 includes the

step/features, in the manner claimed, of receiving information restriction requirements from at least a participant, wherein the information restriction requirements limit a first specified information set to a first specified recipient set, wherein the information restriction requirements limit a second specified information set to a second specified recipient set, wherein the first specified information set and the second specified information set pertain to the participant, and wherein the participant represents at least one of a shipping party, a carrying party, a forwarding party, and a market making party. The amended claim 1 also includes the step/features, in the manner claimed, of providing the first specified information set to at least a recipient of the first specified recipient set based on the information restriction requirements, wherein the first specified information set includes at least one of shipment data and shipment forecast data. The amended claim 1 also includes the step/features, in the manner claimed, of providing the second specified information set to at least a recipient of the second specified recipient set based on the information requirements. The amended claim 1 also includes the step/features, in the manner claimed, of preventing a party not in the first specified recipient set from viewing the first specified information set.

In contrast, the cited references do not disclose the above example steps/features in the manner claimed in the amended claim 1. Nafeh teaches that Firm-Issue and Intra-Industry Contracts, or “restricted clientele” contracts, are custom-tailored contracts designed in consultation with industry and firm partners. The partners contribute to the design of the contract; however, the partners may not provide information restriction requirements, and the information in the contracts may not pertain to the partners. Nafeh does not teach a step of receiving information restriction requirements from at least one of a shipping party, a carrying party, a forwarding party, and a market making party that the disclosed information pertains to.

Nafeh teaches establishing a computer-network based restricted clientele contracts trading system electronically accessible by prospective qualified traders. However, Nafeh does not teach limiting specified shipment data and/or specified shipment forecast data to specified recipients in information restriction requirements.

Hunt, Vergottis, and Scheer do not cure Nafeh’s deficiencies.

For the aforementioned reasons and others, it is respectfully submitted that independent claim 1 is novel, non-obvious, and patentable over the cited arts of records, taken alone or in combination.

Claim 2 has been amended with support from, for example, paragraph [00178] in this application. Claim 3 has been amended with support from, for example, paragraph [00179]-[00180] in this application.

It is also respectfully submitted that claims 2-18 which depend from claim 1 also are novel, nonobvious, and patentable not only due to their dependence from the patentable parent claim 1 but also due to their recitation of independently patentable features.

It is respectfully requested that the rejections be removed.

No new subject matter has been added.

CONCLUSION

In view of the discussion herein, Applicant(s) believe that all pending claims are allowable and respectfully request a Notice of Allowance for this application from the Examiner. Should the Examiner believe that a telephone conference would expedite the prosecution of this application, the undersigned can be reached at 408-213-9540.

Applicant Petitions for three (3) month Extension of Time. Enclosed is a Credit Card Payment of \$555.00 for the three (3) month Extension of Time fee.

If any additional petition is required to facilitate the entry of the present amendment, please consider this communication a petition therefore as well. The Commissioner is also authorized to charge any fees beyond the amount enclosed which may be required, or to credit any overpayment, to Deposit Account No. 50-2284 (Order No. FFRT-P001).

Respectfully submitted,
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